

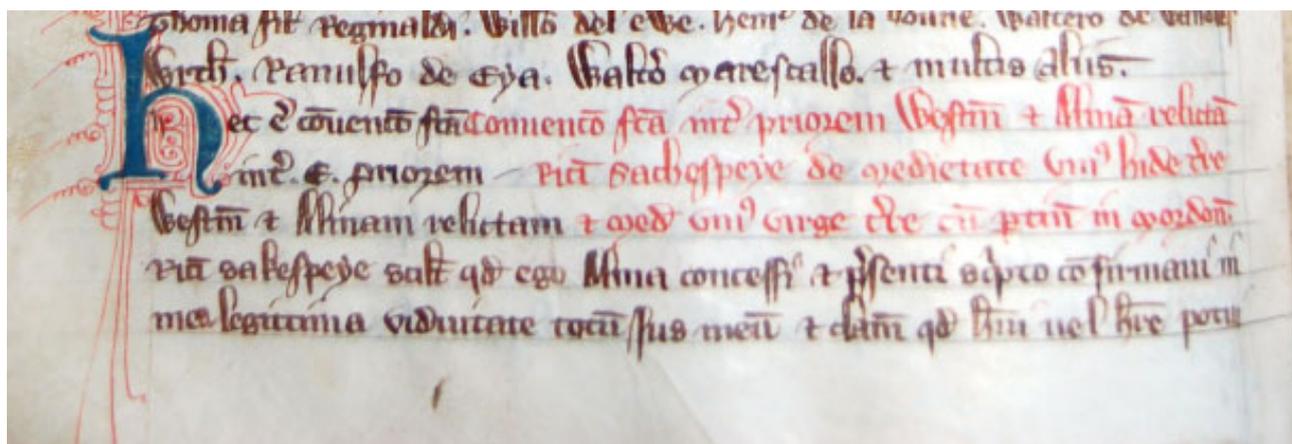
Westminster Abbey Muniments Book 11: 'The Westminster Domesday', fo. 170b-171

Covenant between Elias Prior of Westminster and Aline relict of Richard Sakespeye, whereby she quitclaims her whole right to a moiety of one hide of land and a moiety of one virgate of land in the vill of Mordone being land her late husband sold to Nicholas Duket, which she cannot gainsay. In return for which quitclaim the Prior faithfully promised her counsel, aid and all reasonable expences to prosecute her claim. He also promised her 6 marks when she had acquired her right. Witnesses: Henry de Wautham, Odo Aurifaber, Richard Fitz Edmund, Robert clerk, Sanson de Coquina, Richard de Chalfhante le Ku, Philip the Prior's servant, and many others. 1220

Marginal entry in red:

hec terra predicta ass^a ad anniversario prior Helie ut pz ex iii^a parte libr consuet^m

"This aforesaid land is assigned to the Anniversary of Prior Helias as is plain from Part IV of the Customary." [marginal note]



Convencio facta inter Priorem Westmonasterii et Alinam relictam Ricardi Sachespeye de medietate unius hide terrae et Covenant made between the Prior of Westminster and Alina, widow of Richard Sachespeye concerning a moiety of one

medietate unius virgata terrae cum pertinentibus in Morden. hide of land and a moiety of one virgate of land with pertinences in Morden.

Hec est convencio facta(1)/ inter E Priorem (2)/ Westmonasterii et Alinam relictam (3)/
This is the covenant made between E. Prior of Westminster and Alina widow

Ricardi Sakespeye scilicet quod ego Alinam concessi et presenti scripto confirmavi in (4)/
of Richard Sakespeye namely that I Alina have granted and by this present writing have confirmed in

mea legitima viduitate totum jus meum et clamam quod habui vel habere potui (5)/
my legitimate widowhood, all my right and claim which I had or could have

NOTES:

Aline Sakespeye's claim was probably for dower, normally a life interest in one-third of the holding. A wife could not oppose her husband's wishes in his lifetime, even if he sold the land with which he had endowed her. But, after her husband's death, a widow could still claim her right to dower. *Glanvill*, a legal treatise written c.1187-9, says:

"It should be known, moreover, that if any woman's husband sells his wife's dower to another after he has endowed her with it, his heir must, if he can, deliver that dower to the woman, and must give to the purchaser reasonable lands in exchange for what was sold or given by his ancestor; if he cannot deliver to the woman, he must give her reasonable lands in exchange."

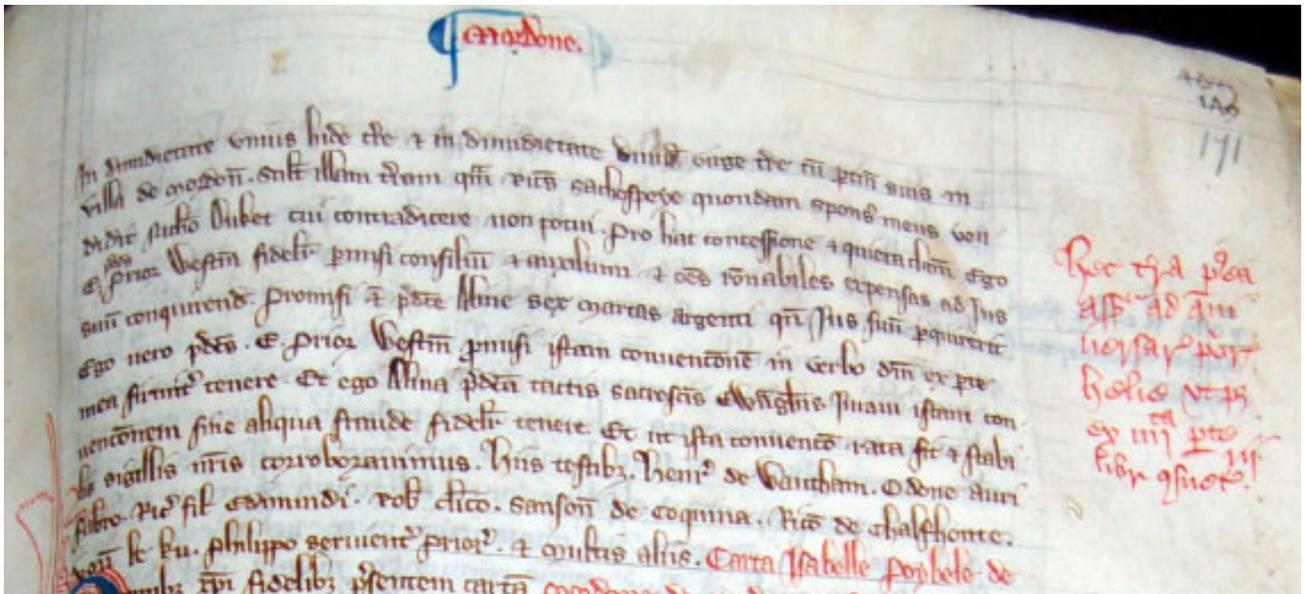
(*Glanvill*, ed. G D C Hall (1965), p65, quoted in Henrietta Leyser - *Medieval Women: A Social History of Women in England 450-1500*, p.290)

A John Ducet was one of 3 free tenants in Morden, holding 1.5 virgates and paying 3/- and nothing other, according to a Westminster Abbey Customal c.1225 (British Library Additional Charter 8139 and WAM 9287).

John Ducet was presumably a relative of Nicholas Ducet, sheriff of the City of London towards the end of the 12th century, who is recorded as having purchased 2.5 virgates of land in Morden from Richard de Sakespeye, although John only held 1.5 virgates in c.1225.

Barbara Harvey *Westminster Abbey and its Estates in the Middle Ages* (1977)

The heading to this entry in Westminster Domesday says half a hide plus half a virgate (ie 2.5 virgates), but the text says half a hide plus half of a half-virgate (ie 2.25 virgates). As John Ducet only held 1.5 virgates c.1225 (ie two-thirds of 2.25 virgates), it seems that Alina was successful in claiming her one-third share of the holding, and that the convent received this three-quarter-virgate that she had quitclaimed.



in dimidietate unius hide terre et in dimidietate dimidii virge terre cum pertinentibus suis in (1)/
in the half of one hide of land and in the half of one half-virgate of land with its pertinences in

villa de Mordon. Scilicet illam terram quam Ricardus Sachespeye quondam sponsus meus vendidit (2)/
the vill of Morden. Namely that land which Richard Sakespeye, formerly my spouse, sold

Nicholo Duket cui contradicere non potui. Pro hac concessione et quita clamam ego (3)/
to Nicholas Duket, whom I could not gainsay. For this grant and quitclaim, I,

E. predictus Prior Westmonasterii fideliter permisi consilium et auxilium et omnes rationabiles expensas ad jus (4)/
E. the aforesaid Prior of Westminster, have faithfully permitted counsel and aid and all reasonable expenses towards the
suum conquirendum promisi et predictae Alinae sex marcas argenti quando jus suum perquirerit. (5)/
winning of her right, and have promised to the aforesaid Alina six marks of silver when her right is acquired.

Ego vero predictus E. Prior Westmonasterii promisi istam convencionem in verbo domini ex parte (6)/
Truly I, the aforesaid E. Prior of Westminster, have promised by this covenant in the word of the Lord on my behalf,

mea firmiter tenere. Et ego Alina predicta tactis sacrosanctis Ewangeliis, juravi istam (7)/
to be firmly bound. And I the aforesaid Alina, by touching the sacred gospels, have sworn

convencionem sine aliqua fraude fideliter tenere. Et ut ista convencio rata sit et stabilis (8)/
to be bound faithfully by this covenant without any deceit. And so that this covenant be valid and secure,

sigillis nostris corroboravimus. Hiis testibus Henri de Wautham, Odone Aurifabro (9)/
we have confirmed [it] with our seals. These being witnesses, Henry de Wautham, Odo Aurifaber,

Ricardo filio Edmundi, Roberto clerico, Sanson de Coquina, Ricardi de Chalfhonte, (10)/
Richard son of Edmund, Robert, clerk, Sanson de Coquina, Richard de Chalfhonte,

Vono/Voun le Ku, Phillipo serviente prioris et multis aliis.
Vono/Voun le Ku, Phillip servant of the Prior and many others.